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PATENT & TRADEMARK OFFICE

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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No. : 10/623,385 Confirmation No.: 4634
Applicant(s) : Donald E. Weder
Filed : 07/18/2003
TC/Au : 3644
Examiner : F. Palo
Title : COVERING FOR A FLOWER POT AND FLORAL GROUPING
Docket No. : 8403.937
Customer No. : 30589

MS Fee Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 C.F.R. § 1.321(b)

Sir:

Kathryn L. Hester, having a mailing address of P.O. Box 16370, Oklahoma City, Oklahoma 73113, in the County of Oklahoma and the State of Oklahoma, represents that he is authorized to sign on behalf of Petitioner/Assignee.

01/03/2005 KBETEMA1 00000087 10623385

02 FC:1814

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The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to said **U.S. Patent No. 5,307,606**, issued on May 3, 1994, assignment recorded on January 26, 1996, Reel 7795, Frame 0753.

The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to said **U.S. Patent No. 5,479,758**, issued on January 2, 1996, assignment recorded on January 26, 1996, Reel 7795, Frame 0753.

The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to said **U.S. Patent No. 5,699,648**, issued on December 23, 1997, assignment recorded on June 17, 1996, Reel 8162, Frame 0346.

The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to said **U.S. Patent No. 5,956,898**, issued on September 28, 1999, assignment recorded on January 26, 1996, Reel 7795, Frame 0753.

The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to said **U.S. Patent No. 6,192,625**, issued on February 27, 2001, assignment recorded on January 26, 1996, Reel 7795, Frame 0753.

The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to said **U.S. Patent No.**

6,418,662, issued on July 16, 2002, assignment recorded on January 26, 1996, Reel 7795, Frame 0753.

The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to said **U.S. Patent No. 6,499,253**, issued on December 31, 2002, assignment recorded on January 26, 1996, Reel 7795, Frame 0753.

The Family Trust U/T/A dated December 8, 1995, owns one hundred percent (100%) of the right, title and interest in and to the above-identified patent application, **U.S. Serial No. 10/623,385**, filed on July 18, 2003, assignment recorded on January 26, 1996, Reel 7795, Frame 0753.

The assignment documents relating to **U.S. Patent Nos. 5,307,606, 5,479,758, 5,699,648, 5,956,898, 6,192,625, 6,418,662, and 6,499,253**, and to the above-identified application **U.S. Serial No. 10/623,385** have been reviewed and certified by Petitioner/Assignee and, to the best of Petitioner/Assignee's knowledge and belief, title is in the Petitioner/Assignee seeking to take this action.

Petitioner/Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the earlier of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of **U.S. Patent**

**Nos. 5,307,606, 5,479,758, 5,699,648, 5,956,898, 6,192,625,
6,418,662, and 6,499,253.**

Petitioner/Assignee further agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to **U.S. Patent Nos. 5,307,606, 5,479,758, 5,699,648, 5,956,898, 6,192,625, 6,418,662, and 6,499,253.**

This agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner/Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173, and of the term as presently shortened by any terminal disclaimers of **U.S. Patent Nos. 5,307,606, 5,479,758, 5,699,648, 5,956,898, 6,192,625, 6,418,662, and 6,499,253** in the event that **U.S. Patent Nos. 5,307,606, 5,479,758, 5,699,648, 5,956,898, 6,192,625, 6,418,662, and 6,499,253** later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable or is found invalid by a court of competent jurisdiction; (3) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321; (4) has all claims canceled by a reexamination certificate; (5) is reissued; or (6) is otherwise not deemed to provide the rights conveyed by 35 U.S.C. §§ 154-156 and 173 prior to the expiration of the full statutory term(s)

as presently shortened by any terminal disclaimer(s), except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The undersigned is an attorney or agent of record.

12-28-04

(Date)

By:



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[X] Terminal Disclaimer fee under 37 CFR 1.20(d) included.